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December 12, 2018

VIA ECF and BY HAND

The Honorable Alvin K. Hellerstein
United States District Court
Southern District of New York
500 Pearl Street, Courtroom 14D
New York, New York 10017

Re: *Rosenberg v. Metropolis Group, Inc.*
18-cv-4830 (AKH)

Dear Judge Hellerstein:

We represent Defendant Metropolis Group, Inc. ("Metropolis") in the above-captioned action. I write in response to Plaintiff's counsel Robert J. deBrauwere's December 11, 2018 letter to the Court. Contrary to Mr. deBrauwere's assertion, Metropolis has fully and timely complied with the Court's November 30, 2018 Order to produce the Agreement between Metropolis and Door3 (Metropolis's new software vendor) for the development of a new software program to replace Plaintiff's outdated software. Metropolis has also complied with its commitment at the November 30 conference to provide Door3's correct legal name so that Mr. deBrauwere could prepare an amended complaint joining it.

- On Monday, December 3, we emailed Mr. deBrauwere Door3's correct legal name.
- Because the Agreement contains a confidentiality provision, on Tuesday, December 4 we notified Door3's counsel Raymond J. Dowd by email of the Court's Order, and advised him that we would produce the Agreement on Thursday, December 6 to afford him an opportunity to apply to the Court for a protective order or other relief if he saw fit.
- Also on December 4, we advised Mr. deBrauwere that we would produce the Agreement on Thursday, December 6. He raised no objection to that timing.



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- On Thursday, December 6, as promised, we produced what we understand to be the Agreement and its associated documents, totaling 48 pages, to Mr. deBrauwere.

Plaintiff thus has more than enough information to amend its Complaint to name Door3 as a defendant. In addition, Door3 has now commenced a declaratory judgment action against Plaintiff, as Mr. deBrauwere's letter notes. Metropolis does not believe that the other information that Plaintiff is requesting constitutes the Agreement, but rather constitutes additional information about the development of the Door3 software. To that end, we respectfully submit that such information should be either sought in discovery or sought from Door3, which is in a much better position to address software issues than Metropolis, a building expeditor.

Respectfully submitted,

L. Donald Prutzman

cc: Robert J. deBrauwere, Esq. (via ECF)
Raymond J. Dowd, Esq. (via email)
Samuel A. Blaustein, Esq. (via email)